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Producers 88 (4-76) — Revised Paid-Up With 640 Acres Peoling Provision

CORRECTED OIL, GAS AND MINERAL LEASE (No Surface Use)

THIS AGREEMENT made this 12th day of May, 2008, between Nguyet Do, a single person, whose address is 809 Dover Park Trl, Mansfield, TX 76063 and Dale Property Services, LLC, 2100 Ross Avenue, Snite 1870, LB-9, Dailas, TX 75201, Lessee, WITNESSETH:

1. Lessor in consideration of Ten and No/100———Dollars (\$10.00), in hand paid, of the royalties herein provided, and of the agreements of Lessee herein contained, hereby grants, lesses and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and all other minerals, conducting exploration, geologic and geophysical surveys by seismograph, core test, gravity and magnetic methods, injecting gas, water and other fluids, and air into subsurface strata, laying pipe lines, building roads, tenks, power stations, telephone lines, and other structures thereon and on, over and across lands owned or claimed by Lessor adjacent and contiguous thereto, to produce, save, take care of treat, transport and own said products, and housing its employees, the following described land in Tarrant County, Texas, to-wit:

ise of this Corrected Oil, Gas and Mineral Lease is to amend paragraph 23 of the Oil, Gas and Mineral Lease filed at Instrument No.D208189097, Deed Records, Tarrant

0.246 acres of land, more or less, being Block 9. Lot 58, out of the Willowstone Estates Addition, an addition to the City of Mansfield, Tarrant County, Texas, being more particularly described by metes and bounds in that certain plat recorded in Cabinet A, Slide 9588 of the Plat Records of Tarrant County, Texas.

This lease also covers and includes all land owned or claimed by Lessor adjacent or contiguous to the land particularly described above, whether the same be in said survey or surveys or in adjacent surveys, aithough not included within the boundaries of the land particularly described above.

2. This is a paid up lease and subject to the other provisions berein contained, this lease shall be for a term of three (3) years from this date (called "primary term") and as long thereafter

mineral is produced from said land with which said land is pooled hereunder.

- as oil, gas or other mineral is produced from said land with which said land is pooled hereunder.

 3. As royalty, lessee covenants and agrees: (a) To deliver to the credit of lessor, in the pipelines to which lessee may connect its wells, the equal twenty five percent (25%) part of all oil produced and saved by lessee from said land, or from time to time, as the option of lessee, to pay lessor the average posted market price of such twenty five percent (25%) part of such oil at the wells as of the day it is run to the pipe line or storage tanks, lessor's interest, in either case, to bear twenty five percent (25%) of the cost of treating oil to render it marketable pipeline oil; (b) to pay lessor for gas and casinghead gas produced from said land (1) when sold by lessee twenty five percent (25%) of the amount realized by lessee, computed at the mouth of the well, or (2) when used by lessee off said land or in the manufacture of gasoline or other products twenty five percent (25%) of the amount realized from the sale of gasoline or other products extracted thereform and twenty five percent (25%) of the amount realized from the sale of payalone or other products extracted thereform and twenty five percent (25%) of the amount realized from the sale of realized from the sale of payalone or other products extracted thereform and twenty five percent (25%) of the amount realized from the sale of realized from the sale of realized gas produced the products extracted the products of the payalone of the pay lessor for gas and catalystend gas produced from said land (1) when sold by lessoe eventy five percent (25%) of the amount realized for the said of gasoline or other products testury five percent (25%) of the amount realized form the said of gasoline or other products testury five percent (25%) of the amount realized form the said of gasoline or other products stratered therefrom and twenty five percent (25%) of the amount realized from the said of gasoline or other products testury to the percent (25%) of the amount realized from the said of gasoline or said of the mineral baseline of mand andated or unitaritied by lessoe from and is due, one-ented their is kind or while the said and the said and or say portion diseoft the said of the principle of the said and or say portion diseoft the percent (25%) of the amount realized flower or the said of gasoline of the said and or say portion diseoft the said of the said

uncer the same or summar circumstances. Lessee may at any time execute and deliver to Lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered.

6. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent.

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7. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to their heirs, successors, and assigns; but no change or division in such ownership shall be binding on Lessee until thirty (30) days shall have been furnished by registered U.S. mail at Lessee's principal place of business with a certified copy of recorded instrument or instruments evidencing the same. In the event of assignment hereof in whole or in part, liability for breach of any obligation berounder shall rest exclusively on the owner of this lease or of a portion thereof who commits such breach. If six or more parties become entitled to royalry hereunder, Lessee may withhold payment thereof unless and until furnished with a recordable instrument executed by all such parties designating an agent to receive payment for all.

8. The breach by Lessee of any obligation arising betweender shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation bereof in whole or in part. No obligation reasonably to develop the leased premises shall arise during the primary term. Should oil, gas or other mineral in paying quantities be discovered on said premises, then after the expiration of the primary term, Lessee shall develop the acreage retained hereunder as a reasonably prudent operator, but in discharging this obligation it shall in no event be required to drill more than one well per forty (40) acres of the area retained hereunder and capable of producing oil in paying quantities and one well per forty (40) acres of the area retained hereunder and capable of producing oil in paying quantities. If after the expiration of the primary term, Lessor considers that operations are not at

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All royalty interest covered by this lease (whether or not owned by Lessor) shall be paid out of the royalty herein provided. Should any one or more of the parties named above as Lessors fail

All royalty interest covered by this lease (whether or not owned by Lessor) shall be paid out of the royalty herein provided. Should any one or more of the parties named above as Lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

10. Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting drilling or reworking operations thereon or from producing oil, gas or other minerals therefrom by reason of scarcity of or inability to obtain or to use equipment or material, or by operation of force majeure, and Federal or state law or any order, rule or regulation of governmental authority, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended, and Lessee shall not be liable in damages for failure to comply therewith; and this lease shall be extended while and so long as Lessee is prevented by any such cause from conducting drilling or reworking operations on or from producing oil or gas from the lease premises; and the time while Lessee is so prevented shall not be counted against Lessee, anything in this lease to the contrary notwithstanding.

11. For the same consideration recited above, Lessor hereby grants, assigns, and conveys unto Lessee, its successors, and assigns, a perpetual subsurface easement under and through the leased premises for the placement of well bores (along routes selected by Lessee) from oil and gas wells the surface locations of which are situated on other tracts of land and which are not intended to develop the leased premises or land pooled therewith and from which Lessor shall have no right to royalty or other benefit. Such subsurface easements shall run with the land and survive any termination of this lease.

survive any termination of this lease.

12. Notwithstanding anything contained herein to the contrary, Lessee does not by virtue of this lease acquire any rights whatsoever to conduct any operations on the surface of the lease premises without first obtaining the prior written consent of Lessor, however, Lessee may recover oil, gas and associated hydrocarbons from the lease premises by directional or horizontal drilling, pooling, unitization or any other method provided in this lease.

See Exhibit "A" attached hereto and by reference made a part hereof.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

LESSOR (WHETHER ONE OR MORE)

Memet Nguyet Do

ACKNOWLEDGMENT

STATE OF TEXAS

BEFORE ME, the undersigned authority, on this 216 day of Mkroh 2011 person whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the stated. personally appeared _ same for the purposes , known to me to be the expressed, in the capacity therein

[SEAL]

JACK WELDON WININGER My Commission Expires December 12, 2014

Notary Public, State of Texas Notary's name (printed): Notary's commission expires:

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EXHIBIT "A"

Attached to and made a part of the Oil, Gas and Mineral Lease dated May 12th, 2008, between Dale Property Services, LLC, as Lessee, and Nguyet Do, a single person, as Lessor; WITNESSETH:

- 13. In the event of a conflict between the terms of this Exhibit "A" and the terms of the printed form to which it is attached (the "Form"), the terms of this Exhibit "A" shall control.
- 14. Lessor, and fineir successors and assigns, hereby grants Lessee an option to extend the primary term of this lease for an additional period of two (2) years from the end of the primary term by paying or tendering to Lessor prior to the end of the primary term the same bonus consideration, terms and conditions as granted for this lease.
- 15. Minerals covered. Notwithstanding any other provision hereof, this Lease covers only oil and gas. The term "oil and gas" means, oil, gas, and other liquid and gaseous hydrocarbons produced through a well bore.
- 16. Notwithstanding any provision in the Form to the contrary, Lessor's royalty or payments to Lessor for Lessor's royalty shall never bear or be charged with, either directly, or indirectly, any part of the costs or expenses of production, operation, separation, gathering, dehydration, compression, trucking, processing, treatment, storage or marketing of the oil or gas produced from the leased premises or in the handling of oil or gas produced from the leased premises or land pooled therewith. However, Lessor's royalty shall bear its proportionate part of all reasonable and necessary costs which enhance the value of the marketable oil, gas or other products to obtain a better price that are actually incurred by Lessee in an arm's length transaction and paid to an unrelated third party. Lessee will distribute to Lessor its royalty on production from a particular well not later than 120 days after completion of the well, in the case of oil, or after the date of first production, in the case of a gas well. Thereafter, Lessee must dishurse to Lessor royalty on production by the last day of the second month after the month of production. If not paid when due, Lessor's royalty shall bear interest at the maximum lawful rate from due date until paid, which amount Lessee agrees to pay.
- 17. Notwithstanding any provision in the form to the contrary, following the expiration of the primary term, or the cessation of drilling activities, whichever occurs last, this lease shall terminate as to all depths below 100 feet below the base of the Barnett Shale Formation.
 - 18. Notwithstanding any provision in the Form to the contrary, all of Paragraph II in the above referenced lease shall be removed in its entirety and not made a part of said lease.
- 19. While there is a well on the leased premises or land pooled therewith capable of producing gas in paying quantities but the production thereof is shut-in, shut-down or suspended for lack of a market, available pipeline, or because of government restrictions, or, if it is economically inadvisable for both the Lessor and Lessee to sell gas for a time as evidenced by a written agreement signed by both parties, then, and in any such event, Lessee may pay as shut-in royalty on or before ninety (90) days after the date on which (1) production from any such well is shut-in, shut-down or suspended; (2) this lease is no longer maintained by compliance with one of the other preservation provisions hereof, whichever is a later date, and thereafter at annual intervals the sum of One Dollar (\$1.00) per net mineral acre per proration unit per well. If such payment is made in accordance with the terms hereof, this lease shall not terminate, but shall continue in force for a period of one (1) year from the date of making such shut-in payment (subject to the exceptions set out hereafter) and it will be considered that gas is being produced from the leased premises in paying quantities within the meaning of each pertinent provision of this lease. Provided, however, in no event shall shut-in well payments maintain this Lease in force for a cumulative period of three (3) years past the primary term of this lease.
- 20. No Warranties. Lessor makes no warranty of any kind with respect to title to the Land. By acceptance of this Lease, Lessee acknowledges that is has been given full opportunity to investigate and has conducted sufficient investigation to satisfy itself as to the title to the Land, and Lessee assumes all risk of title failures. If Lessor owns an interest in the Land less than the entire fee simple estate, then the royalties payable hereunder shall be reduced proportionately. Lessee, at its option, may discharge any tax, mortgage, or other lien on the Land, and in the event Lessee does so, Lessee will have the option to apply royalties accruing to Lessor toward payment of it.
- 21. Indemnity. Lessee agrees to indemnify and hold barmless Lessor, and Lessor's representatives, successors, and assigns against all expenses, claims, demands, liabilities, and causes of action of any nature for injury to or death of persons and loss or damage to property, including, without limitation, reasonable attorney fees, expert fees, and court costs, caused by Lessee's operations on the land or Lessee's marketing of production from the land or any environmental requirements by Lessee. As used in this paragraph, the term "Lessee" includes Lessee, its agents, employees, servants, contractors, and any other person acting under its discretion and control, and its independent contractors.
 - 22. If Lessee elects to pool any portion of the leased premises; Lessee must pool all of the leased premises.
 - 23. Notwithstanding anything to the contrary, units pooled for gas shall not exceed 320 acres plus a maximum acreage tolerance of 10% of 320 acres.

Signed for Identification:

Nguyet Do, a single person